

EXHIBIT 13

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

PACIFIC ALLIANCE ASIA OPPORTUNITY
FUND L.P.,

Plaintiff,

-against-

KWOK HO WAN a/k/a KWOK HO a/k/a GWO
WEN GUI a/k/a GUO WENGUI a/k/a GUO
WEN-GUI a/k/a WAN GUE HAOYUN a/k/a
MILES KWOK a/k/a HAOYUN GUO,

Defendant.

Index No. 652077/2017

Hon. Barry R. Ostrager
IAS Part 61

Motion Sequence No. 003

**AFFIDAVIT OF
YAN PING WANG**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

YAN PING WANG, being duly sworn, deposes and says that:

1. I am the President of Golden Spring (New York) Ltd., and in that capacity serve as an administrator for the interests of the defendant, sued herein as Kwok Ho Wan, a/k/a Kwok Ho, a/k/a Gwo Wen Gui, a/k/a Guo Wengui, a/k/a Guo Wen-Gui, a/k/a Wan Gue Haoyun, a/k/a Miles Kwok, a/k/a Haoyun Guo (“Mr. Kwok”), and his family. I submit this affidavit in opposition to the application of plaintiff Pacific Alliance Asia Opportunity Fund L.P. (“PAX”) seeking an attachment of real property located on the eighteenth floor of the Sherri Netherland Hotel, 781 Fifth Avenue, New York County, City and State of New York (“the Apartment”).

2. Mr. Kwok’s ownership interest in the Apartment, through a limited liability company, is not in real property. Rather, it consists of an ownership interest in certain shares of The Sherry-Netherland, Inc., a cooperative housing association and owner of the

Sherry-Netherland Hotel, and the assignment of a proprietary lease agreement for Unit 18 (the “Proprietary Lease Agreement”). The funds used to purchase the Apartment came from family and third-party funding unrelated to the loan at issue in this action.

3. The shares of The Sherry-Netherland, Inc., and therefore the Apartment itself, are not owned by Mr. Kwok individually. Genever Holdings LLC, a domestic limited liability company (“Genever USA”) is both the owner of the shares in The Sherry-Netherland, Inc. and the holder of the Proprietary Lease Agreement.

4. Genever USA is owned by Genever Holdings Corporation, a corporation organized and existing under the laws of the British Virgin Islands (“Genever BVI”). Mr. Kwok is the sole shareholder of Genever BVI. Annexed hereto as Exhibit A is a true and correct copy of the register of members of Genever BVI confirming that Mr. Kwok is its sole shareholder.

5. Pursuant to a pledge and security agreement entered into in or about May 2015, all of the shares of Genever BVI have been pledged as collateral to a third party Roscalitar 2, an exempted company incorporated in the Cayman Islands. Roscalitar 2 is not owned by Mr. Kwok. Annexed hereto as Exhibit B is a true and correct copy of a certificate of registration of charge confirming that the assets of Genever BVI, which by virtue of its ownership of Genever USA include the Apartment, were pledged to Roscalitar 2 in or about May 2015.

6. Annexed hereto as Exhibit C are three property acceptance confirmation notes for the three (3) apartments which were the subject of the settlement deeds entered by the parties. These documents, which demonstrate that possession of the apartments was delivered to

and accepted by the PAX entities on or about November 14, 2013, were provided by Savills, the property management company.



YAN PING WANG

Sworn to before me this
15th day of May, 2018



Notary Public

Amy K. Hawk
Notary Public, State of New York
No. 0146192626
Qualified in Queens County
Commission Expires Sept. 2, 2020

EXHIBIT A

Genever Holdings Corporation

Registered No.
1862840

18-Feb-2015
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Register of Members as of 18-Feb-2015

Currency Code	Share Class	Share Class Description	Authorised	Par Value	Issued Shares	Share Premium
USD	ORD	Ordinary Shares	50,000	0.001	1,000	0

Share Holder Mr Ho Wan Kwok
49th Floor
Bank of China Tower
No.1 Garden Road
CENTRAL
Hong Kong

Date Appointed. 13-Feb-2015 Date Ceased to be a Member

Posting Date	Certificate No.	Shares	Amount	Running Balance	Share Premium	Description
13-Feb-2015	1	1,000	1.00	1.00	0.00	Issue of a Fully Paid 0.001 USD ORD Share.
Total for Share Holder. .		1,000		1.00	0.00	

EXHIBIT B

**TERRITORY OF THE BRITISH VIRGIN ISLANDS
BVI BUSINESS COMPANIES ACT, 2004**

**CERTIFICATE OF REGISTRATION OF CHARGE
(SECTION 163)**



2D75C8E450

The REGISTRAR OF CORPORATE AFFAIRS, of the British Virgin Islands HEREBY CERTIFIES that, pursuant to the BVI Business Companies Act, 2004, all the requirements of the Act in respect of registration of charges having been complied with, the following charge was registered in the Register of Registered Charges in respect of property of

Genever Holdings Corporation

BVI COMPANY NUMBER 1862840

Charge ID: FBAK0Y
Chargee: ROSCALITAR 2

this 21st day of May, 2015 at 15:46 hours. Details of the charge are more particularly described in the Register of Registered Charges.



for **REGISTRAR OF CORPORATE AFFAIRS**
21st day of May, 2015

Company Name
Genever Holdings Corporation

Company No.:	1862840
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Registry Use Only

Form for adding supplemental particulars of a charge or security interest to a form R401

Must be used with Registry approved form

R401(S)

Description of document or instrument creating the charge or other security interest
Pledge and Security Agreement dated 21 May 2015 made by Genever Holdings Corporation, a British Virgin Islands business company with company number 1862840, having an address at 49th Floor, Bank of China Tower, No. 1 Garden Road, Central Hong Kong (" Pledgor "), in favor of ROSCALITAR 2, an exempted company incorporated in the Cayman Islands with limited liability with registration number 287645, as the Lender pursuant to the Facility Agreement (together with its successors and assigns, the " Lender "), having its registered office at Maples Corporate Services Limited, PO Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104 (" Agreement ")

Date on which the charge was created by the Company (and, if the charge is a charge existing on property acquired by the Company, the date on which the property was acquired)
21 May 2015

Short description of the liability secured by the charge
The payment and performance when due (whether at the stated maturity, by acceleration or otherwise in accordance with the Loan Documents) of the Debt.
" Debt " means the loan (the " Loan ") made available by the Lender to Lion Gate Limited (" Borrower "), an affiliate of Pledgor, in an aggregate principal amount of up to six billion and 0/100 Dollars (\$6,000,000,000), lawful money of the United States of America, to be paid with interest (said indebtedness, interest and all other sums which may or shall become due under the Agreement or secured by the Agreement).
" Facility Agreement " means the facility agreement dated 16 December 2014 between Borrower and Lender (as amended and restated by a supplemental deed dated 21 May 2015 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time).
" Loan Documents " means the Facility Agreement, the Finance Documents (as defined in the Facility Agreement), the Agreement, the UCC 1 financing statements with respect to the Collateral and the other documents and instruments entered into in connection with the Loan.

Short description of the property charged
A first priority security interest in all of Pledgor's right, title and interest to the following (collectively, the " Collateral "): <ul style="list-style-type: none"> (a) All Pledged Securities; (b) all securities, moneys or property representing dividends or interest on any of the Pledged Securities, or representing a

Company Name		Registry Use Only
Genever Holdings Corporation		
Company No.:	1862840	

Short description of the property charged

distribution in respect of the Pledged Securities, or resulting from a split-up, revision, reclassification or other like change of the Pledged Securities or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Securities;

(c) all right, title and interest of Pledgor in, to and under any policy of insurance payable by reason of loss or damage to the Pledged Securities and any other Collateral;

(d) all "accounts", "deposit accounts", "general intangibles", "instruments", "securities" and "investment property" (in each case as defined in the Code) constituting or relating to the foregoing;

(e) all rights, privileges, authority and power arising from Pledgor's interest in the Pledged Interest Entity (provided, however, that, so long as no Event of Default (as defined in the Facility Agreement) exists, Pledgor may exercise such rights, privileges, authority and power vested in Pledgor as a member of the Pledged Interest Entity) and ownership of the Collateral; and

(f) all Proceeds of any of the foregoing (including, without limitation, any proceeds of insurance thereon)..

"Code" means the Uniform Commercial Code from time to time in effect in the State of New York.

"Pledged Interest Entity" means Genever Holdings LLC, a New York limited liability company.

"Pledged Securities" means the regular membership interests of Pledgor in Pledged Interest Entity together with all membership interest certificates, options or rights of any nature whatsoever which currently exist or after the Agreement may be issued or granted by Pledged Interest Entity to Pledgor while the Agreement is in effect, including, without limitation, the certificates evidencing such interests which have been delivered to Lender.

"Proceeds" means all "proceeds" as such term is defined in Section 9 102(a)(64) of the Code in effect on the date of the Agreement and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon or distributions with respect thereto.

Name and address of chargee

ROSCALITAR 2

c/o Maples Corporate Services Limited, PO Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104.

Unless the charge is a security to bearer, the name and address of the holder of the charge

ROSCALITAR 2

c/o Maples Corporate Services Limited, PO Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104.

Company Name		Registry Use Only
Genever Holdings Corporation		
Company No.:	1862840	

Details of any prohibition or restriction, if any, contained in the instrument creating the charge on the power of the Company to create any future charge ranking in priority to or equally with the charge

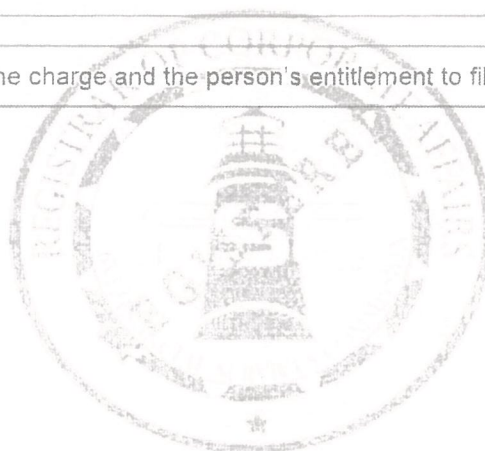
Without the prior written consent of Lender, Pledgor shall not, directly or indirectly create, incur, authorize or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Collateral, or any interest therein, except for the Lien provided for by the Agreement.

"Lien" shall mean any mortgage, deed of trust, lien (statutory or otherwise), pledge, hypothecation, assignment, security interest, or any other encumbrance, charge or transfer of, on or affecting the Collateral, Pledged Interest Entity's title to or interest in the Unit, the Shares, the Lease (as each such term is defined in the Agreement) or any portion thereof, Pledgor's title to or interest in the Collateral or any portion thereof, or Pledged Interest Entity or any direct or indirect ownership interest in Pledged Interest Entity, including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing statement, and mechanic's, materialmen's and other similar liens and encumbrances.

Name and Address of the person filing the charge and the person's entitlement to file the charge

Walkers

171 Main Street
P.O. Box 92
Road Town
Tortola VG1110
British Virgin Islands



REGISTER OF CHARGES
OF

Genever Holdings Corporation
Company No: 1862840
(Company)

Maintained pursuant to section 162 of the BVI Business Companies Act, 2004

Charge No.	Date of creation of Charge	Date of Entry in the Public Register	Liability secured by the charge	Description of property charged	Name and address of the Mortgagee or Person Entitled to Mortgage, Charge or Other Encumbrance	Details of any prohibition or restriction, if any, contained in the instrument creating the charge on the power of the Company to create any future charge ranking in the priority to or equally with the charge	Date of Discharge
FBAK0Y	21 May 2015	21 May 2015	<p>The payment and performance when due (whether at the stated maturity, by acceleration or otherwise in accordance with the Loan Documents) of the Debt.</p> <p>"Debt" means the loan (the "Loan" made available by the Lender to Lion Gate Limited ("Borrower"), an affiliate of Pledgor, in an aggregate principal amount of up to six billion and 0/100 Dollars (\$6,000,000,000), lawful money of the United States of America, to be paid with interest (said indebtedness, interest and all other sums which may or shall become due under the Agreement or secured by the Agreement).</p> <p>"Facility Agreement" means the facility agreement dated 16 December 2014 between</p>	<p>A First priority security interest in all of Pledgor's right, title and interest to the following (collectively, the "Collateral"):</p> <p>(a) All Pledged Securities;</p> <p>(b) all securities, moneys or property representing dividends or interest on any of the Pledged Securities, or representing a distribution in respect of the Pledged Securities, or resulting from a split-up, revision, reclassification or other like change of the Pledged Securities or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Securities;</p> <p>(c) all right, title and interest of Pledgor in, to and under</p>	<p>ROSCALITAR 2 c/o Maples Corporate Services Limited, PO Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104</p>	<p>Pledge and Security Agreement dated 21 May 2015 made by Genever Holdings Corporation, a British Virgin Islands business company with company number 1862840, having an address at 49th Floor, Bank of China Tower, No.1 Garden Road, Central Hong Kong ("Pledgor"), in favor of ROSCALITAR 2, an exempted company incorporated in the Cayman Islands with limited liability with registration number 287645, as the Lender pursuant to the Facility Agreement (together with its successors and assigns, the "Lender"), having its registered office at Maples Corporate Services Limited, PO Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104 ("Agreement")</p> <p>Without the prior written consent of Lender, Pledgor shall not, directly or</p>	

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			<p>Borrower and Lender (as amended as restated by a supplemental deed dated 21 May 2015 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time).</p> <p>"Loan Documents" means the Facility Agreement, the Finance Documents (as defined in the Facility Agreement), the Agreement, the UCC 1 financing statements with respect to the Collateral and the other documents and instruments entered into in connection with the Loan.</p>	<p>any policy of insurance payable by reason of loss or damage to the Pledged Securities and any other Collateral;</p> <p>(d) all "accounts", "deposit accounts", "general intangibles", "instruments", "securities" and "investment property" (in each case as defined in the Code) constituting or relating to the foregoing;</p> <p>(e) all rights, privileges, authority and power arising from Pledgor's interest in the Pledged Interest Entity (provided, however, that, so long as no Event of Default (as defined in the Facility Agreement) exists, Pledgor may exercise such rights, privileges, authority and power vested in Pledgor as a member of the Pledged Interest Entity) and ownership of the Collateral; and</p> <p>(f) all Proceeds of any of the foregoing (including, without limitation, any proceeds of insurance thereon).</p> <p>"Code" means the Uniform Commercial Code from time to time in effect in the State of New York.</p> <p>"Pledged Interest Entity" means Genever Holdings LLC, a New York limited liability company.</p>		<p>indirectly create, incur, authorize or permit to exist any Lien or option in favour or, or any claim of any Person with respect to, any of the Collateral, or any interest therein, except for the Lien provided for by the Agreement.</p> <p>"Lien" shall mean any mortgage, deed of trust, lien (statutory or otherwise), pledge, hypothecation, assignment, security interest, or any other encumbrance, charge or transfer or, on or affecting the Collateral, Pledged Interest Entity's title to or interest in the Unit, the Shares, the Lease (as each such term is defined in the Agreement) or any portion thereof, Pledgor's title to or interest in the Collateral or any portion thereof, or Pledged Interest Entity or any director of indirect ownership interest in Pledged Interest Entity, including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing statement, and mechanic's, materialmen's and other similar liens and encumbrances.</p>	
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				<p>"Pledged Securities" means the regular membership interests of Pledgor in Pledged Interest Entity together with all membership interest certificates, options or rights of any nature whatsoever which currently exist or after the Agreement may be issued or granted by Pledged Interest Entity to Pledgor while the Agreement is in effect, including, without limitation, the certificates evidencing such interests which have been delivered to Lender.</p> <p>"Proceeds" means all "proceeds" as such term is defined in Section 9 102(a)(64) of the Code in effect on the date of the Agreement and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon or distributions with respect thereto.</p>			
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Elia Fiduciary Services (BVI) Limited - Registered Agent